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8 Attorneys for Plaintiffs  
AETNA LIFE INSURANCE COMPANY, AETNA HEALTH OF CALIFORNIA,  
9 INC.

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**  
12

13 AETNA LIFE INSURANCE  
14 COMPANY, AETNA HEALTH OF  
CALIFORNIA, INC.,

15 Plaintiffs,

16 vs.

17 NATHAN SAMUEL YOUNG a/k/a  
18 PABLO LOPEZ; DAVID YOUNG  
a/k/a SANCHO LOPEZ; JOSE  
19 RICARDO TOSCANO  
MALDONADO; ALI BEHESHTI;  
20 MARC ADLER; ANI MIRZAVAN;  
ZEALIE LLC; HELPING HANDS  
21 REHABILITATION CLINIC, INC;  
JOSER FOREVER LLC; GET  
22 REAL RECOVERY LLC; REVIVE  
PREMIER TREATMENT CENTER,  
23 INC.; HEALING PATH DETOX LLC;  
OCEAN VALLEY BEHAVIORAL  
24 HEALTH, LLC; RODEO RECOVERY  
LLC; SUNSET REHAB LLC;  
25 NATURAL REST HOUSE, INC; AND  
JOHN DOES 1 THROUGH 50, AND  
26 ABC CORPS. 1 THROUGH 50.

27 Defendants.  
28

Case No. 23-CV-09654-MCS-JPR

**JOINT RULE 26(f) REPORT**

**SCHEDULING CONFERENCE:  
FEBRUARY 3, 2025**

Judge: Mark C. Scarsi

Pursuant to Federal Rule of Civil Procedure 26(f), Rule 26-1 of the Local Rules for the Central District of California and this Court’s Order Setting Scheduling Conference (ECF No. 78), Plaintiffs Aetna Life Insurance Company and Aetna Health of California Inc. (collectively “Aetna”), Defendants Nathan Young, David Young, Helping Hands Rehabilitation Clinic, Inc., Joser Forever LLC, Get Real Recovery LLC, Healing Path Detox LLC, Ocean Valley Behavioral Health, LLC, Rodeo Recovery, Sunset Rehab LLC, Natural Rest House, Inc., 9 Silver LLC, 55 Silver LLC (the “Young Defendants”), Jose Ricardo Toscano Maldonado, Marc Adler (the “Adler Defendants”), and Ani Mirzayan, Revive Premier Treatment Center, Inc. (the “Revive Defendants”) (collectively “Defendants”) by and through their undersigned counsel, hereby submit this Joint Rule 26(f) Report in advance of the Scheduling Conference currently scheduled on February 3, 2025 in this matter.

Counsel for Aetna held a telephonic conference on January 14, 2025 at which time the following items were discussed:

**A. Statement of the Case**

*i. Aetna’s Statement (drafted by Aetna)*

Aetna seeks to recover millions of dollars issued as a result of Defendants’ fraudulent scheme to enrich themselves under the guise of treating those suffering from addiction and substance abuse disorder (“SUD”). Aetna asserts Defendants’ employed an army of body brokers, engaged in illegal client kickbacks and widespread enrollment fraud, took affirmative steps to prolong treatment, shuffled clients in treatment among and between providers, and created an environment encouraging relapse rather than recovery – all for the common purpose of maximizing payment by Aetna.

On February 20, 2024, Aetna filed its operative First Amended Complaint (“FAC”) asserting claims for (1) fraud, (2) aiding and abetting fraud, (3) negligent misrepresentation, (4) intentional interference with economic/contractual relations, (5) violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”),

(6) conspiracy to commit RICO, (7) violation of California Unfair Competition Law. (8) money had and received, (9) unjust enrichment/quantum meruit/restitution, (10) restitution pursuant to the Employee Retirement Income Security Act (“ERISA”), and (11) injunctive relief under ERISA.

On November 27, 2024, the Young Defendants filed their Answer to Amended Complaint and Counterclaims (ECF No. 74) asserting counterclaims for fraud, negligent misrepresentation, breach of express contract, breach of implied contract, breach of the implied covenant of good faith and fair dealing, promissory estoppel, as well as seeking relief under ERISA and California’s Unfair Competition Law (“UCL”). Young Defendants also named Aetna Special Investigator David Erickson as a counterclaim defendant in this action. That same day, the Adler Defendants filed their Answer and Affirmative Defenses (ECF No. 77) and the Revive Defendants filed their Answer to First Amended Complaint (ECF No. 76).

*ii. Young Defendants’ Statement (drafted by Young Defendants)*

Since July 2020, Young Defendants have provided valuable addiction treatment services to individuals in Southern California, including many Aetna enrollees. After thorough intakes and screenings, Young Defendants provided Aetna enrollees with high quality treatment and services to help them beat dependency on alcohol and drugs. In late 2022, however, Aetna decided that Young Defendants were providing too much SUD treatment to too many enrollees. Instead of paying Young Defendants for services provided, as it had up to that point, Aetna could delay paying indefinitely by implementing a sham “prepayment review” audit. While Young Defendants continued to dutifully treat Aetna’s addicted enrollees, Aetna’s sham audit indefinitely and illegally deferred any action on Young Defendants’ claims for reimbursement—exceeding \$16.4 million—while miring Young Defendants in endless and futile prepayment review procedures.

The Young Defendants will defend against Aetna’s claims on the merits by showing that they did not engage in the fraudulent scheme alleged by Aetna, did not

1 make any material misrepresentations or omissions to Aetna, and provided important  
2 and valuable SUD treatment services to Aetna enrollees. Young Defendants  
3 answered and filed counterclaims on November 27, 2024, adding as a party David  
4 Erickson: the Aetna employee who sent fraudulent prepayment review notices to  
5 Young Defendants.

6 Young Defendants assert the following claims for relief in their counterclaims:  
7 (1) fraud (against Aetna and Erickson), (2) negligent misrepresentation (against Aetna  
8 and Erickson), (3) breach of express contract (for non-ERISA claims only, against  
9 Aetna), (4) breach of implied contract (for non-ERISA claims only, against Aetna),  
10 (5) breach of the implied covenant of good faith and fair dealing (for non-ERISA  
11 claims only, against Aetna), (6) promissory estoppel (for non-ERISA claims only,  
12 against Aetna), (7) ERISA Section 502(a)(1)(B) (for ERISA claims only, against  
13 Aetna), (8) injunctive relief under ERISA Section 502(a)(3) (for ERISA claims only,  
14 against Aetna), and (9) Unfair Competition, Business and Professions Code §§ 17200  
15 (for non-ERISA claims only, against Aetna).

16 *iii. Revive Defendants' Statement (drafted by Revive Defendants)*

17 Revive Premier Treatment Center, Inc. ("Revive") provides necessary mental  
18 and behavioral health treatment to those suffering from mental health disorders in the  
19 Los Angeles area. Ani Mirzayan ("Mirzayan") is the owner of Revive. Together  
20 Revive and Mirzayan are referred to as "Revive Defendants". Revive billed health  
21 plans, including Aetna, for medically necessary behavioral health treatment. After  
22 reviewing and paying for claims submitted by Revive, Aetna subsequently concocted  
23 a theory that Revive impermissibly conspired with other people and entities, including  
24 other Defendants, to fraudulently bill Aetna. Revive strongly refutes all of Aetna's  
25 allegations against Revive Defendant's in operative complaint (ECF No. 39).

26 *iv. Adler Defendants' Statement (drafted by Adler Defendants)*

27 The Adler Defendants categorically deny that they were part of any alleged  
28 fraudulent scheme to defraud Aetna. For years, the Adler Defendants provided

1 services to individuals suffering from alcohol and drug addiction. These services  
2 were essential in providing care and treatment to these individuals as part of their  
3 recovery. The Adler Defendants will be defending against Aetna's claims that they  
4 are liable for the claims asserted by Aetna.

5 **B. Subject Matter Jurisdiction**

6 This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and  
7 supplemental jurisdiction over Aetna's and the Young Defendants' state law claims  
8 pursuant to 28 U.S.C. § 1367.

9 **C. Legal Issues**

10 *i. Aetna:*

11 a. Major Factual Issues

- 12 i. Whether and the extent to which Young Defendants  
13 fraudulently enrolled patients in Aetna plans.  
14 ii. Whether, and the extent to which, Young Defendants  
15 unlawfully paid body brokers to recruit and traffic  
16 patients.  
17 iii. Whether, and the extent to which, Young Defendants  
18 provided cash, drugs, free housing, and other kickbacks  
19 to patients to keep them in treatment.  
20 iv. Whether, and the extent to which, Young Defendants  
21 either did not provide treatment billed for, falsified  
22 medical records, or provided treatment and conducted  
23 themselves in dereliction of applicable standards.

24 b. Legal

- 25 i. Whether Defendants violated The Anti-Kickback  
26 Statute, 18 U.S.C. § 1320; The Eliminating Kickbacks  
27 in Recovery Act, 18 U.S.C. § 220; the Health Care  
28 Fraud Statute, 18 U.S.C. § 1347; RICO, 18 U.S.C. §

1 1962(c); California’s Insurance Anti-Kickback Law,  
2 Cal. Ins. Code §§ 750 *et seq.*; California’s Anti-  
3 Referral Law, Health & Safety Code § 445; the Travel  
4 Act, California’s Uniform Controlled Substances Act,  
5 Health & Safety Code § 11570, and California’s Unfair  
6 Competition Law (“UCL”) as set forth in Business and  
7 Professions Code §§ 17200 *et seq.*

- 8 ii. Whether Defendants fraudulently or negligently  
9 misrepresented the services alleged and the extent to  
10 which Aetna relied upon, and was damaged, as a result  
11 of those misrepresentations.
- 12 iii. Whether Defendants intentionally interfered with the  
13 health benefit plans entered by Aetna and its members.
- 14 iv. Whether Defendants are liable for money had and  
15 money received.
- 16 v. Whether Defendants have been unjustly enriched by  
17 Aetna’s payment of healthcare claims.
- 18 vi. Whether Defendants conspired to violate RICO and  
19 engaged in a pattern of defrauding Aetna into paying  
20 healthcare claims.
- 21 vii. Whether Defendants caused Aetna to wrongfully pay  
22 healthcare claims on behalf of ERISA plans, entitling  
23 Aetna to restitution.
- 24 viii. Whether injunctive relief is appropriate to enjoin  
25 Defendants from (i) transferring or dissipating funds  
26 paid by Aetna on behalf of ERISA plans; (ii) billing  
27 claims to Aetna or the ERISA plans; (iii) submitting  
28 claims.

1                    *ii. Young Defendants*

2                    a. Major Factual Issues

- 3                    i. Whether drug addiction recovery is a long-term process  
4                    frequently requiring multiple episodes of treatment.
- 5                    ii. Whether Young Defendants provided treatment to  
6                    Aetna enrollees entitling them to reimbursement at the  
7                    out-of-network rate under enrollees' plans.
- 8                    iii. Whether Young Defendants made any material  
9                    misrepresentation when submitting claims for  
10                    reimbursement.
- 11                    iv. Whether, after paying claims regularly, Aetna abruptly  
12                    implemented a vague and unjustified pre-payment audit  
13                    to avoid payment on all claims.
- 14                    v. Whether Aetna represented to Young Defendants that it  
15                    would consider and pay documented claims according  
16                    to plan terms, after engaging in a good faith claims  
17                    processing, and whether Young Defendants reasonably  
18                    relied on those representations.
- 19                    vi. Whether Aetna had any intention of fairly considering  
20                    Young Defendants' claims for reimbursement.
- 21                    vii. Whether Aetna mired Young Defendants and their  
22                    billers in a fruitless game of cat and mouse, wherein  
23                    Young Defendants provided the requested medical  
24                    records Aetna would request multiple times.
- 25                    viii. Whether Aetna often failed to respond to Young  
26                    Defendants' inquiries, unilaterally extended its own  
27                    deadlines, violated statutory requirements for claims  
28                    processing, and otherwise delayed by any means



1 making decisions on Young Defendants' claims.

2 ix. Which health benefit plans of Aetna enrollees Young  
3 Defendants treated are employer-sponsored.

4 b. Legal Issues

5 i. Whether Aetna's prepayment notices, sent by David  
6 Erickson, misrepresented the nature of the audit and  
7 caused Young Defendants to provide treatment services  
8 in reasonable reliance that the pre-payment review was  
9 being conducted in good faith and to invest significant  
10 administrative resources and time to comply.

11 ii. Whether Aetna's verifications of benefits, prior course  
12 of dealing and prepayment notice, together with Young  
13 Defendants' efforts to comply with the prepayment  
14 notice, evidence an agreement—express or implied—  
15 that Aetna would (1) engage in a fair, transparent  
16 claims process, and/or (2) pay for documented services  
17 provided, in accordance with Aetna plans.

18 iii. Whether Aetna breached these agreements.

19 iv. Whether Aetna waived any anti-assignment clause in  
20 applicable plan documents.

21 v. Whether Aetna breached ERISA Section 502(a)(1)(B)  
22 by indefinitely refusing to pay Young Defendants'  
23 claims for covered SUD benefits.

24 vi. Whether administratively exhausting claims with Aetna  
25 was futile or otherwise excused or waived because of  
26 the unreasonableness of Aetna's claims procedures.

27 vii. Whether Aetna breached California's Unfair  
28 Competition Law by engaging in unlawful or unfair



conduct.

*iii. Revive Defendants*

a. Major Factual Issues

- i. How the Revive Defendants are in any way related or connected to the other Defendants.
- ii. Which specific factual allegations pertain to Revive Defendants.
- iii. Which specific submitted claims does Aetna contend were fraudulently submitted / subject to Aetna's RICO theories by Revive.
- iv. Did any actions by Revive Defendants meet the causes of action asserted Aetna.

*iv. Adler Defendants*

a. Major Factual and Legal Issues

- i. Whether there existed a purported scheme to defraud Aetna.
- ii. Whether the Adler Defendants knew of and/or participated in any purported fraudulent scheme to defraud Aetna.
- iii. Whether the Adler Defendants knew of and/or made any material misrepresentations in the submission of reimbursement claims.
- iv. Whether the Aetna was responsible for alleged reimbursement and payment issues relating to the reimbursement claims.

**D. Parties, evidence, etc.**

**1. Parties**

Plaintiffs and Counterdefendants: Aetna Life Insurance Company and Aetna

1 Health of California Inc.

2 Defendants and Counterclaimants: Nathan Young, David Young, Helping  
3 Hands Rehabilitation Clinic, Inc., Joser Forever LLC, Get Real Recovery LLC,  
4 Healing Path Detox LLC, Ocean Valley Behavioral Health, LLC, Rodeo Recovery,  
5 Sunset Rehab LLC, Natural Rest House, Inc., 9 Silver LLC, 55 Silver LLC

6 Defendants: Jose Ricardo Toscano Maldonado, Marc Adler, Ani Mirzayan,  
7 Revive Premier Treatment Center, Inc.

8 Counterdefendant: David Erickson

9 **2. Corporate Disclosure**

10 *Aetna*: Aetna Life Insurance Company is a citizen of Connecticut with its  
11 principle place of business in Hartford, Connecticut. Aetna Health of California Inc.  
12 is a citizen of California with its principal place of business in California. Both Aetna  
13 entities' ultimate corporate parent is Aetna Inc. which, in turn, is an indirect, wholly  
14 owned subsidiary of CVS Health.

15 *Young/Adler Defendants*: Young Defendants do not have any subsidiaries or  
16 parents.

17 *Revive Defendants*: Revive Premier Treatment Center, Inc. is a citizen of  
18 California, with its principle place of business in Los Angeles, California. Revive  
19 Premier Treatment Center, Inc. is wholly owned by Ani Mirzayan.

20 *Adler Defendants*: The Adler Defendants are individual defendants and  
21 therefore do not have any parents or subsidiaries.

22 **3. Witnesses**

23 b. *Aetna* – the parties, ex-employees and contractors, and  
24 patients. Non-party witnesses will be disclosed in Aetna's  
25 initial disclosures after the entrance of a HIPAA-compliant  
26 Qualified Protective Order.

27 c. *Young Defendants* – the parties, current and former  
28 employees and contractors, billers, current and former Aetna

employees, and current or former Aetna enrollees, experts.

d. *Revive Defendants* – Revive Defendants – the parties, employees, contractors, and patients individuals identified by the other parties to this action. Non-party witnesses will be disclosed in Revive’s initial disclosures after the entrance of a HIPAA-compliant Qualified Protective Order.

e. *Adler Defendants* – Marc Adler, Jose Ricardo Toscano Maldonado, Nathan Young, David Young, other current and former employees, and any experts. Adler Defendants reserve the right to add witnesses as the parties conduct discovery.

#### 4. Key Documents

The following documents will likely play a key role in resolving one or more of the main issues in this case:

- *Aetna*
  - Claims submissions and resulting Explanations of Benefits (“EOBs”) attached to Aetna’s Complaint.
  - Correspondence between the parties.
  - All bank and accounting records showing (i) Defendants’ collections of patient cost-shares, (ii) payments of rent, hotel rooms, or housing, (iii) payments to body brokers and “third-party marketers).
  - Defendants’ communications and representations to enforcement authorities and licensing bodies.
  - Marketing and other related vendor agreements/payments.
  - A significant portion of Defendants’ scheme played out over social media messaging, text messages, and various communication applications like WhatsApp.

- *Young Defendants*
  - Billing records
  - Communications between Young Defendants and Aetna
  - Communications between Young Defendants' billers and Aetna
  - Patients' electronic medical records
  - Assignments of benefits
  - Aetna plan documents
  - Notices of prepayment review
- *Revive Defendants*
  - Documents exchanged between Revive Defendants and Aetna, including and without limitation, bills, claims, payments, related documentation, appeals, and denials.
  - Medical records.
  - Correspondence between parties.
- *Adler Defendants*
  - Party communications
  - Healthcare records (billings, plan documents, EOBs, etc.)

**E. Damages**

1. *Aetna* – Aetna seeks the following damages and other relief:
  - Damages in the amount of approximately \$40,000,000, plus treble damages;
  - Prejudgment interest;
  - Civil penalties to the extent the law permits along with other statutory remedies;
  - Punitive damages;
  - An order enjoining (i) all Defendants from transferring or dissipating funds paid by Aetna on behalf of ERISA Plans, (2)

1 Young Defendants, Revive Defendants, and Adler Defendants  
2 from billing claims to Aetna or the ERISA Plans, (3) Young,  
3 Adler, Maldonado, and Mirzayan from submitting or causing any  
4 provider they are associated with, from submitting claims to  
5 Aetna, and (4) all Defendants from engaging in the misconduct  
6 alleged in Aetna's Complaint.

7 2. *Young Defendants*

- 8 • General, special, restitutionary and compensatory damages  
9 according to proof; approximately \$16.4 million in unpaid  
10 claims, plus expenses related to sham audit compliance.  
11 • Restitutionary monetary relief under the UCL;  
12 • Prejudgment interest on amounts benefits wrongfully withheld;  
13 • Expenses incurred, including attorneys' fees and other costs,  
14 according to proof;  
15 • Punitive damages according to proof;  
16 • Recovery of benefits, declaratory relief, and injunctive relief  
17 pursuant to ERISA;  
18 • Attorneys' fees and costs under ERISA, 29 U.S.C § 1132(g).

19 3. *Revive Defendants* – Revive Defendants do not seek damages.

20 4. *Adler Defendants* – Adler Defendants contend that there is no  
21 liability in this case, and that Aetna is not entitled to any  
22 damages against them.

23 F. **Insurance**

- 24 1. *Aetna* does not have insurance applicable to this case.  
25 2. *Young Defendants* do not have insurance applicable to this case.  
26 3. *Revive Defendants* do not have insurance applicable to this case.  
27 4. *Adler Defendants* do not have insurance applicable to this case.  
28

1           **G.    Motions**

- 2           1.     *Aetna* – At present, Aetna does not anticipate amending the  
3                   pleadings or seeking to transfer venue. Aetna may seek to add  
4                   additional parties if supported by discovery, including any new  
5                   corporate entities Defendants formed or purchased to move their  
6                   operations from those in this suit.
- 7           2.     *Young Defendants* – Young Defendants do not anticipate  
8                   amending their answer and reserve the right to amend their  
9                   counterclaims as a matter of course or to oppose the pending  
10                  motion to dismiss their counterclaims. Young Defendants may  
11                  seek to amend their answer or counterclaims if supported by  
12                  discovery, including to add affirmative defenses or to add  
13                  employees personally involved in conducting the sham audit.
- 14          3.     *Revive Defendants* – Revive Defendants do not anticipate  
15                  bringing any motions.
- 16          4.     *Adler Defendants* – Adler Defendants do not anticipate  
17                  amending their answer unless relevant information is revealed in  
18                  discovery, at which point Adler Defendants may amend their  
19                  answer to include affirmative defenses.

20           **H.    Dispositive Motions**

- 21          1.     *Aetna* – Aetna has filed a motion to dismiss the counterclaims  
22                  against it. It is too early to determine if Aetna’s affirmative  
23                  claims will be subject to offensive summary judgment on any  
24                  issues.
- 25          2.     *Young Defendants* – Young Defendants reserve the right to  
26                  amend their counterclaims as a matter of course or to oppose the  
27                  pending motion to dismiss their counterclaims. It is too early to  
28                  determine if Aetna’s claims or Young Defendants counterclaims

will be subject to summary judgment on any issues.

3. *Revive Defendants* – Revive Defendants have already brought a Motion to Dismiss which was not granted. Revive Defendants may bring a Motion for Summary Judgment /Adjudication.

4. *Adler Defendants* – Adler Defendants anticipate filing a motion for summary judgment.

**I. Manual for Complex Litigation-**

At this juncture, the parties do not believe any portions of the Manual for Complex Litigation are applicable or otherwise appropriate.

**J. Status of Discovery**

The parties will exchange initial disclosures before January 28, 2025

**K. Discovery Plan**

The Parties propose the following schedule for discovery:

- Close of Fact Discovery 12/22/2025
- Initial Expert Witness Disclosures 12/8/2025
- Rebuttal Expert Witness Disclosures 1/5/2026
- Expert Discovery Cut-Off 2/6/2026
- Last Day to Hear Motions 3/16/2026

*Aetna* anticipates discovery will be needed on the following topics:

- Significant third-party discovery relating to non-party body brokers, patient-victims, vendors, and other contractors who witnessed misconduct
- Electronically Stored Information (“ESI”) relating to Defendants’ use of third-party applications, text messages, e-mail, and other informal methods to communicate in their day-to-day business operations
- Defendants’ bank and payment records for purposes of *inter alia*, forensic accounting related to kickbacks and the financial



connections among the Defendants

- Written discovery may include requests for admission, requests for production of documents, and interrogatories
- Any other non-privileged matter that is relevant to any claim or defense

*Young Defendants* anticipate discovery will be needed on the following topics:

- Billers' communications with Aetna
- Aetna's claims processing and audit/pre-payment-review policies and practices
- Aetna's investigation of Young Defendants and conduct of the sham audit
- Written discovery may include requests for admission, requests for production of documents, and interrogatories
- Any other non-privileged matter that is relevant to any claim or defense.

*Adler Defendants* anticipate discovery will be needed on the following topics:

- Aetna's investigation of the Adler Defendants.
- Documents reflecting Aetna's pre-payment review process and policies and audit against the treatment centers.
- Written discovery may include requests for admission, requests for production of documents, and interrogatories.

*Revive Defendants* anticipate discovery will be needed on the following topics:

- Aetna's investigation of Revive Defendants.
- Documents reflecting Aetna's pre-payment and review process and policies and audit against the treatment centers.
- Written discovery may include requests for admission, requests

1 for production of documents, and interrogatories.

2 **L. Discovery Cut-off:**

3 The parties propose a final discovery cut-off date of February 6, 2026

4 **M. Expert Discovery:**

5 The parties propose the following deadlines for expert-witness disclosures  
6 and discovery:

- 7 • Close of Fact Discovery: 12/22/2025
- 8 • Initial Expert Witness Disclosures: 12/8/2025
- 9 • Rebuttal Expert Witness Disclosures: 1/5/2026
- 10 • Expert Discovery Cut-Off: 2/6/2026

11 **N. Settlement Conference/Alternative Dispute Resolution (“ADR”)**

12 Settlement among the remaining parties is not feasible at this time. The  
13 parties request that any mandatory settlement conference/ADR be scheduled for  
14 after the close of discovery. In the event an earlier conference is desired, the parties  
15 will alert the Court and request such a conference.

16 **O. Trial Estimate**

17 16-20 days. This estimate is based on the number of witnesses expected to  
18 testify, the large number of parties and complexity of claims, the need for expert  
19 testimony, and voluminous claims data relevant to this dispute. The parties note that  
20 ERISA and equitable claims will require a bench trial and that any bench trial  
21 should follow the jury trial.

22 At present, the number of witnesses Aetna contemplates calling at trial likely  
23 exceeds 30. The number of witnesses the Young Defendants contemplate calling at  
24 trial is 10-15. The number of witnesses the Revive Defendants contemplate calling  
25 is 5-7. The Adler Defendants anticipate calling at least 5-6 witnesses at trial. The  
26 parties reserve the right to change these estimates as they conduct discovery.

27 **P. Trial Counsel**

28 John Shaeffer, Benjamin H. McCoy, Matthew R. Follet, and Alberto M.

1 Longo on behalf of Aetna.

2 Marc. S. Williams, Kathleen Erskine, Reuven Cohen, and Yusuf Saei on  
3 behalf of the Young Defendants.

4 Devin M. Senelick, Cole Hoyt, and Taryn A. Reid on behalf to the Revive  
5 Defendants.

6 John K. Ly and Jennifer L. Chor on behalf of the Adler Defendants.

7 **Q. Independent Expert or Master**

8 Not needed at this time.

9 **R. Schedule Worksheet (attached)**

10 Counsel agree that a longer schedule than the default is needed in this case  
11 given the complexity, high amount of third-party discovery relating to witnesses  
12 around the country, and significant expert discovery will be needed in this matter.

13 **S. Other issues**

14 1. *Aetna*

- 15 a. Ex-patients are an important category of third-party  
16 witnesses in this case. Because the services involved SUD  
17 treatment, there are special confidentiality and privacy  
18 requirements under HIPAA. The parties will work to  
19 submit a HIPAA-compliant QPO to ensure the third-party  
20 patients' privacy rights are maintained.
- 21 b. Many of Defendants' communications and operations  
22 occurred on applications using third-party encryption  
23 technology and the like. To the extent Defendants have not  
24 adequately preserved these communications, there may be  
25 spoliation issues to address.
- 26 c. The payments Defendants have made to body brokers,  
27 third-party brokers, and landlords on behalf of patients, as  
28 well as the funds they have collected from patients, will be

important to Aetna's case. Defendants may object to the disclosure of such information.

2. *Young Defendants*

a. Healthcare providers, including Young Defendants, do not routinely gather plan documents and insurers like Aetna resist providing plan documents to providers. Aetna may resist providing relevant plan documents despite Young Defendants' status as assignees and representatives of Aetna enrollees.

b. Aetna has settled with former defendants Zealie and Ali Beheshti. Zealie was Young Defendants' biller for much of the time in question, and Zealie therefore retains many of the records Young Defendants will need to defend themselves and to prove their counterclaims.

3. *Revive Defendants* – none.

4. *Adler Defendants* – Adler Defendants to not have any other issues at this time, but they reserve the right to amend as the parties conduct discovery.

DATED: January 17, 2025

**FOX ROTHSCHILD LLP**

By: /s/ Benjamin McCoy  
BENJAMIN MCCOY

ATTORNEYS FOR AETNA LIFE  
INSURANCE CO., AETNA HEALTH OF  
CALIFORNIA, INC.

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1 DATED: January 17, 2025

**COHEN WILLIAMS LLP**

2  
3 By: /s/ Marc S. Williams

4 MARC S. WILLIAMS

5 ATTORNEYS FOR HELPING HANDS  
6 REHABILITATION CLINIC, GET REAL  
7 RECOVERY LLC, HEALING PATH  
8 DETOX LLC, OCEAN VALLEY  
9 BEHAVIORAL HEALTH, LLC, RODEO  
10 RECOVERY LLC, SUNSET REHAB  
11 LLC, NATURAL REST HOUSE, INC.,  
12 JOSER FOREVER LLC; 55 SILVER  
13 LLC, 9 SILVER LLC, NATHAN  
14 YOUNG, AND DAVID YOUNG.

15 DATED: January 17, 2025

**HOOPER, LUNDY & BOOKMAN, P.C.**

16 By: /s/ Devin M. Senelick

17 DEVIN M. SENELICK

18 ATTORNEYS FOR REVIVE PREMIER  
19 TREATMENT CENTER, INC. AND ANI  
20 MIRZAYAN

21 Dated: January 17, 2025

**LIANG LY LLP**

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23 By: /s/ John Ly

24 JOHN LY

JENNIFER CHOR

25 ATTORNEYS FOR DEFENDANTS  
26 JOSE TOSCANO AND MARC ADLER,  
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**FILER'S ATTESTATION OF CONCURRENCE**

I, Benjamin McCoy, attest that I am counsel for Plaintiffs Aetna Life Insurance Company and Aetna Health of California, Inc. As the ECF user and filer of this document, I attest that concurrence in the filing of this document has been obtained from its signatories.

Dated: January 17, 2025

/s/ Benjamin McCoy  
BENJAMIN MCCOY

JUDGE MARK C. SCARSI

**SCHEDULE OF PRETRIAL AND TRIAL DATES WORKSHEET**

Please complete this worksheet jointly and file it with your Joint Rule 26(f) Report.  
The Court **ORDERS** the parties to make every effort to agree on dates.

<b>Case No.</b> 23-CV-09654-MCS-JPR		<b>Case Name:</b> Aetna Life Insurance Co. v. Nathan Young, et al.		
<b>Trial and Final Pretrial Conference Dates</b>		<b>Pl(s)' Date</b> mm/dd/yyyy	<b>Def(s)' Date</b> mm/dd/yyyy	<b>Court Order</b> mm/dd/yyyy
Check one: <input checked="" type="checkbox"/> Jury Trial or <input type="checkbox"/> Court Trial ( <b>Tuesday at 8:30 a.m., within 18 months after Complaint filed</b> ) Estimated Duration: <u>16-20</u> Days		5/5/2026	same	<input type="checkbox"/> Jury Trial <input type="checkbox"/> Court Trial _____ Days
Final Pretrial Conference ("FPTC") [L.R. 16], Hearing on Motions In Limine ( <b>Monday at 2:00 p.m., at least 15 days before trial</b> )		4/20/2026	same	
<b>Event <sup>1</sup></b> <b>Note:</b> Hearings shall be on Monday at 9:00 A.M. Other dates can be any day of the week.	<b>Weeks Before FPTC</b>	<b>Pl(s)' Date</b> mm/dd/yyyy	<b>Def(s)' Date</b> mm/dd/yyyy	<b>Court Order</b> mm/dd/yyyy
Last Date to <b>Hear</b> Motion to Amend Pleadings/Add Parties [Monday]		5/26/2025	same	
Non-Expert Discovery Cut-Off (no later than deadline for <b>filing</b> dispositive motion)		12/22/2025	same	
Expert Disclosure (Initial)		12/8/2025	same	
Expert Disclosure (Rebuttal)		1/5/2026	same	
Expert Discovery Cut-Off	12 <sup>2</sup>	2/6/2026	same	
Last Date to <b>Hear</b> Motions [Monday] • Rule 56 Motion due at least 5 weeks before hearing • Opposition due 2 weeks after Motion is filed • Reply due 1 week after Opposition is filed	9	3/16/2026	same	
Deadline to Complete Settlement Conference [L.R. 16-15] <b>Select one:</b> <input checked="" type="checkbox"/> 1. Magistrate Judge (with Court approval) <input type="checkbox"/> 2. Court's Mediation Panel <input type="checkbox"/> 3. Private Mediation	10	2/9/2026	same	<input type="checkbox"/> 1. Mag. J. <input type="checkbox"/> 2. Panel <input type="checkbox"/> 3. Private
<b>Trial Filings (first round)</b> • Motions in Limine • Memoranda of Contentions of Fact and Law [L.R. 16-4] • Witness Lists [L.R. 16-5] • Joint Exhibit List [L.R. 16-6.1] • Joint Status Report Regarding Settlement • Proposed Findings of Fact and Conclusions of Law [L.R. 52] (court trial only) • Declarations containing Direct Testimony (court trial only)	3	3/30/2026	same	
<b>Trial Filings (second round)</b> • Oppositions to Motions In Limine • Joint Proposed Final Pretrial Conference Order [L.R. 16-7] • Joint/Agreed Proposed Jury Instructions (jury trial only) • Disputed Proposed Jury Instructions (jury trial only) • Joint Proposed Verdict Forms (jury trial only) • Joint Proposed Statement of the Case (jury trial only) • Proposed Additional Voir Dire Questions, if any (jury trial only) • Evidentiary Objections to Decs. of Direct Testimony (court trial only)	2	4/6/2026	same	

<sup>1</sup> The parties may seek dates for additional events by filing a separate Stipulation and Proposed Order.  
**Patent and ERISA cases in particular may need to vary from the above.**

<sup>2</sup> The parties may wish to consider cutting off expert discovery prior to the deadline for **filing** an MSJ.